

TRANSPACIFIC CARRIER SERVICES INC. AGREEMENT

F.M.C. Agreement No. 203-011409-012

(Second Edition)

A Non-Substantive Administrative Services Sharing Agreement  
under 46 C.F.R. § 535.302 (a) (1)

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ARTICLE 1: FULL NAME OF AGREEMENT.

The full name of this Agreement is the "Transpacific Carrier Services, Inc. Agreement".

ARTICLE 2: PURPOSE OF THE AGREEMENT.

The purpose of this Agreement is to authorize the provision of administrative and staff support functions to agreements to which some or all of the carriers listed in Appendix A hereto are parties (hereinafter "constituent agreements").

ARTICLE 3: PARTIES TO THE AGREEMENT.

The Parties to the Agreement are the carriers listed in Appendix A.

ARTICLE 4: GEOGRAPHIC SCOPE OF THE AGREEMENT.

The administrative support provided under this Agreement is not geographically specific, and the geographic scope of the Agreement is the same as the geographic scope of all constituent agreements.

ARTICLE 5: AGREEMENT AUTHORITY.

5.1 This Agreement authorizes Transpacific Carrier Services Inc. to provide staffing and administrative support to constituent agreements including, but not limited to, (a) preparation and filing with governmental agencies and distribution to members of tariffs, service contracts, agreement amendments, minutes, responses to inquiries, comments, protests, petitions, legal defenses or complaints; (b) distribution of tariffs to subscribers; (c) carrying on public, governmental and shipper/consignee relations as required by section 5(b) (6) and (7) of the United States Shipping Act of 1984; (d) providing staff and arranging for accounting and legal assistance; (e) gathering and distributing statistics and trade data; (f) collecting assessments or dues, pursuant to the provisions of constituent agreements to pay expenses of Transpacific Carrier Services Inc. incurred on behalf of such agreements; (g) facilitating through

communication between constituent agreements, their members, and Transpacific Carrier Services Inc. staff, discussion and exchange of information regarding TCS and the respective constituent agreements, allocation of expenses and other tasks and responsibilities among the constituent agreements, and other matters of mutual interest pertaining to the operations and services of the constituent agreements and their members; and (h) such other assistance to the constituent agreements as they may require.

5.2 Membership in Transpacific Carrier Services Inc., a membership corporation, is open to any ocean common carrier which is also a member of any constituent agreement.

5.3 Transpacific Carrier Services Inc. may enter into contracts or other arrangements with the constituent agreements and/or their members with respect to the type and manner of services to be performed on behalf of those agreements. The constituent agreements and their members may also enter into contracts or other arrangements with respect to the type and manner of services to be performed on behalf of the agreements and the allocation of costs and responsibilities and other terms and conditions with respect to those services.

#### ARTICLE 6: OFFICIALS OF THE AGREEMENT AND DELEGATION OF AUTHORITY.

6.1 The officials of the Agreement shall be those designated by the ocean common carrier members of Transpacific Carrier Services Inc. under its by-laws.

6.2 Upon action taken by the Parties in accordance with this Agreement, any official of the Agreement and Agreement Counsel (including all members of the law firm of Agreement Counsel) are each authorized to execute and file amendments to this Agreement with the Federal Maritime Commission on behalf of the Parties.

#### ARTICLE 7: MEMBERSHIP, WITHDRAWAL, ADMISSION AND EXPULSION.

7.1 An ocean common carrier that joins a constituent agreement shall automatically become a Party hereto, and shall remain a Party until such time as it is no longer a member of any constituent agreement.

7.2 Withdrawal or other termination of membership herein shall not relieve any such constituent agreement or its members of any financial obligations incurred to Transpacific Carrier Services Inc. during the period prior to such withdrawal.

ARTICLE 8: VOTING.

Members of this Agreement may amend it by two-thirds vote. Nothing herein shall affect the voting rights of members of constituent agreements, as provided therein. Voting by ocean common carrier members of Transpacific Carrier Services Inc. shall be as provided in its corporate by-laws, consistent with the corporation laws of California.

ARTICLE 9: DURATION AND TERMINATION OF THIS AGREEMENT.

This Agreement shall terminate upon the mutual agreement of all Parties.

ARTICLE 10: INDEPENDENT ACTION.

Not applicable.

ARTICLE 11: PROHIBITED ACTS.

Not applicable.

ARTICLE 12: TRADE RELATIONS, CONSULTATIONS, SHIPPERS' REQUESTS AND COMPLAINT.

Transpacific Carrier Services Inc. may perform trade relations functions, consultations and handling of shippers' requests and complaints on behalf of any constituent agreement so requesting.

ARTICLE 13: NEUTRAL BODY POLICING.

This Agreement does not provide for neutral body policing of obligations hereunder. Transpacific Carrier Services Inc. may, on behalf of any constituent agreement so requesting, provide or arrange for cargo inspection, misratings programs and other forms of self-policing of obligations under constituent agreements or otherwise imposed by law.

ARTICLE 14: SERVICE CONTRACTS.

This Agreement does not enter into service contracts. Transpacific Carrier Services Inc. may, on behalf of any constituent agreement, file service contracts with governmental agencies, keep records as may be required by governmental agencies or by the constituent agreement, file reports pursuant

thereto and negotiate and administer or assist the constituent agreement in negotiating and administering service contracts.

ARTICLE 15: EXPENSES AND ASSESSMENTS.

The expenses of Transpacific Carrier Services Inc. may be recovered by assessments to a constituent agreement as agreed between Transpacific Carrier Services Inc. and the constituent agreement. Any constituent agreement may assign to Transpacific Carrier Services Inc. the function of assessing ocean common carrier members for a share of the constituent agreement expenses and obligations. Nothing in this Agreement relieves any ocean common carrier member of a constituent agreement of any financial or other obligation under such agreement.

ARTICLE 16: EFFECTIVE DATE AND AMENDMENTS.

This Agreement shall become effective on the earliest date permitted by the United States Shipping Act of 1984.

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Signature Page

IN WITNESS WHEREOF, the parties to Agreement No. 203-011409 hereby agree this 16<sup>th</sup> day of April, 2017, to amend the Agreement per the attached revised page, and to file the same with the Federal Maritime Commission.

American President Lines, Ltd. and APL Co. Pte. Ltd.

By: Wayne R. Rohde  
Name: Wayne R. Rohde  
Title: Attorney-in-Fact

Evergreen Line Joint Service Agreement

By: Wayne R. Rohde  
Name: Wayne R. Rohde  
Title: Attorney-in-Fact

Hanjin Shipping Co., Ltd.

By: Wayne R. Rohde  
Name: Wayne R. Rohde  
Title: Attorney-in-Fact


Hapag-Lloyd AG

By: Wayne R. Rohde  
Name: Wayne R. Rohde  
Title: Attorney-in-Fact

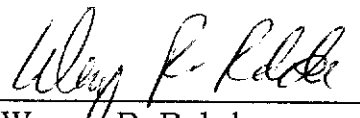


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Signature Page (continued)

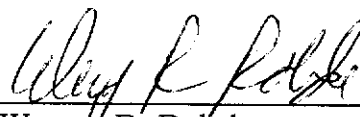
Nippon Yusen Kaisha, Ltd.

By:   
Name: Wayne R. Rohde  
Title: Attorney-in-Fact

Orient Overseas Container Line Limited

By:   
Name: Wayne R. Rohde  
Title: Attorney-in-Fact

Zim Integrated Shipping Services, Ltd.

By:   
Name: Wayne R. Rohde  
Title: Attorney-in-Fact

TRANSPACIFIC CARRIER SERVICES INC.  
FMC AGREEMENT NO. 203-11409-020  
Signature Page (Continued)

Hyundai Merchant Marine Co., Ltd.

By: Wayne R. Rohde  
Name: Wayne R. Rohde  
Title: Attorney-in-Fact

Kawasaki Kisen Kaisha, Ltd.

By: Wayne R. Rohde  
Name: Wayne R. Rohde  
Title: Attorney-in-Fact

CMA CGM S.A.


By: Wayne R. Rohde  
Name: Wayne R. Rohde  
Title: Attorney-in-Fact

Yang Ming Marine Transport Corp.

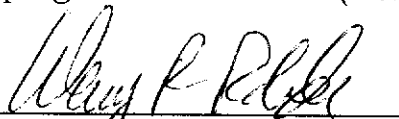
By: Wayne R. Rohde  
Name: Wayne R. Rohde  
Title: Attorney-in-Fact

TRANSPACIFIC CARRIER SERVICES INC.  
FMC AGREEMENT NO. 203-11409-020  
Signature Page (Continued)

COSCO Container Lines Company, Ltd.

By:   
Name: Wayne R. Rohde  
Title: Attorney-in-Fact

China Shipping Container Lines Co., Ltd. And  
China Shipping Container Lines (Hong Kong) Company Limited

By:   
Name: Wayne R. Rohde  
Title: Attorney-in-Fact

APPENDIX A

American President Lines, Ltd.  
16220 N. Scottsdale Road  
Suite 300  
Scottsdale, AZ 85254-1781  
and  
APL Co. Pte. Ltd.  
9 North Buona Vista Drive  
#14-01  
The Metropolis Tower 1  
Singapore 138588  
(Operating as a Single Carrier and As a Single Member)

Evergreen Line Joint Service Agreement, FMC No. 011982 ("ELJSA")  
No. 163, Sec. 1, Hsin-Nan Road  
Luchu Hsian, Taoyuan Hsien, 338, Taiwan

Hapag-Lloyd AG  
Ballindamm 25  
20095 Hamburg, Germany

Hyundai Merchant Marine Co., Ltd.  
194, Yulgok-ro, Jongno-Gu  
Seoul 110-754, Korea

Kawasaki Kisen Kaisha, Ltd.  
Hibiya Central Building  
2-9 Nishi-Shinbashi 1-chome  
Minato - Ku  
Tokyo 105, Japan

APPENDIX A -- (CONTINUED)

Nippon Yusen Kaisha, Ltd  
Yusen Building  
3—2, Marunouchi 2—chome  
Chiyoda-Ku  
Tokyo 100-91 Japan

Orient Overseas Container Line Limited  
Harbour Centre, 31st Floor  
25 Harbour Road  
Wanchai, Hong Kong

Yang Ming Marine Transport Corp.  
4th Floor 53 Hwai Ning Street  
Republic Taiwan

COSCO Container Lines Company Limited  
6, Dong Chang An Street  
Beijing, China

CMA CGM S.A.  
4, Quai D'Arenc  
P.O. Box 2409  
13215 Marseilles Cedex 02  
France

China Shipping Container Lines Co., Ltd.  
700 Dong Darning Road  
Shanghai, P.R.C. 200080

Zim Integrated Shipping Services, Ltd.  
9 Andrei Sakharov Street  
“Madam” - Scientific Industries Center  
P.O.B. 1723  
Haifa, 31016  
Israel

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